

EXHIBIT E

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**IN RE: METHYL TERTIARY BUTYL
ETHER ("MTBE") PRODUCTS
M21-88
LIABILITY LITIGATION**

This document relates to:

Commonwealth of Puerto Rico, et al.
v.
Shell Oil Co., et al.,
Case No. 07-CIV-10470 (SAS)

Master File No. 1:00-1898
MDL 1358 (SAS)

**NOTICE OF DEPOSITION OF
DEFENDANTS PUERTO RICO SUN
OIL COMPANY; SUNOCO, INC.; AND
SUNOCO, INC. (R&M) ON
DESIGNATED ISSUES WITH
PRODUCTION OF
DOCUMENTS & VIDEOTAPING**

TO ALL PARTIES AND THEIR ATTORNEY(S) OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiffs the Commonwealth of Puerto Rico and the Commonwealth of Puerto Rico through the Environmental Quality Board (collectively, "Plaintiffs" or "Commonwealth") will take the oral deposition of the following Defendants: Puerto Rico Sun Oil Company; Sunoco, Inc.; and Sunoco, Inc. (R&M) (collectively, "Defendants") on designated issues set forth below, on August 19, 2013, at 9:00 a.m. at Departamento de Justicia, Calle Olimpo, Esq. Axtmayer, Pda. 11 Miramar, San Juan, Puerto Rico. The depositions will continue from day to day, weekends and holidays excepted, until completed.

Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, each Defendant shall designate and produce at the deposition those of its officers, directors, managing agents, employees, or agents who are most qualified to testify on its behalf as to those matters set forth in this Notice under the heading "Designated Issues" to the extent any information known or reasonably available to each Defendant. Pursuant to the Case Management Order Protocol Governing Rule 30(b)(6) Depositions dated December 6, 2012, each Defendant shall, not later

than seven (7) business days prior to the deposition, provide Plaintiffs (1) the names and titles of the persons designated to give testimony; (2) the areas in which each designated person will give testimony; (3) all documents reviewed by the witness(es) in preparation for the deposition; and (4) all documents described in the section of this notice entitled "Request for Production of Documents."

The depositions will be recorded stenographically and on videotape. These depositions may be used as evidence at trial.

DEFINITIONS

1. "CATANO TERMINAL" means the facility located, or formerly located, at PR-28, KM 0.8 in Guaynabo, Puerto Rico, and includes all assets and facilities, tank farms and other storage facilities, refining and blending operations equipment, truck racks, loading docks and other owned and non-owned assets and equipment.

2. "COMMINGLED GASOLINE" means GASOLINE that has been stored for any period of time in any storage tank that was used simultaneously by more than one entity for the storage of GASOLINE.

3. "DOCUMENT" or "DOCUMENTS" as defined in the Local Rules is synonymous in meaning and equal in scope to the usage of this term in Rule 34(a) of the Federal Rules of Civil Procedure, including but not limited to electronic or computerized data compilations and electronic mail subject to YOUR possession, custody, or control.

4. "GASOLINE" means any gasoline or component of gasoline, including but not limited to methyl tertiary butyl ether ("MTBE"), ethyl benzene, benzene, toluene, xylenes (collectively, "BTEX"), tert-butyl alcohol ("TBA"), and/or tert-amyl methyl ether ("TAME").

5. “GUAYANILLA TERMINAL” means the facility located, or formerly located, at PR-127, Km 17.3 in Peñuelas, Puerto Rico, and includes all assets and facilities, tank farms and other storage facilities, refining and blending operations equipment, truck racks, loading docks and other owned and non-owned assets and equipment.

6. “GUAYAMA PETROCHEMICAL PLANT” means the petrochemical plant located, or formerly located, at Road 710 in Guayama, Puerto Rico, and includes all plant assets and facilities, tank farms and other storage facilities, refining and blending operations equipment, truck racks, loading docks and other owned and non-owned assets and equipment.

7. “MTBE” means Methyl Tertiary Butyl Ether.

8. “PERSON” means any natural person, company, corporation, association, partnership and/or other legal entity.

9. “RELEVANT TIME PERIOD” means the period from January 1, 1979, to the present.

10. “RELEASE” and “RELEASED” mean any spilling, leaking, emitting, discharging, escaping, leaching, or disposing into or on land, water, or subsurface soil, including vapor releases, and continuous, low-level releases.

11. “REMEDIATE” and “REMEDIATION” mean action to clean up, mitigate, correct, abate, minimize, eliminate, control, or prevent the presence, spreading, migration, leaking, leaching, volatilization, spilling, or transport of hazardous substance or further release of a hazardous substance into the environment.

12. “TBA” means Tertiary Butyl Alcohol.

13. "TRIAL SITES" mean:

SITE ID	Current Site Name	Address	Municipality
N/A	Chevron Phillips Chemical Puerto Rico Core LLC Petrochemical Facility	Road 710	Guayama
86-0948	Shell # 003042	Rd. #487 Villa Del Rey	Caguas
86-1075	Esso CO-364	Esq. Villa & Cementerio St.	Ponce
86-1232	Esso CO-242	Calle Antonio R. Barcelo #1	Cayey
91-0067	Total 1012	Central Avenue #263	San Juan
86-1825	Texaco #800 – Costancia S/S	Rd. #133, Km. 0.8, Urb. Constancia	Ponce
89-0156	Manati Municipal Garage	Rd. 685, Km. 0.1	Manati
98-0080	Maysonet Service Station	Carr. #682, Km. 3.1	Barceloneta
S4C030 W	Pozo Club de Leones	Carr. 103 Km. 4.3, Bo. Bajuras	Cabo Rojo
E12004 W	Guayama Urbano Filt. Plant	Calle Miraflores Final	Guayama

14. "YABUCOA FACILITY" means the refinery located, or formerly located, at Route 901, Km 2.7 in Yabucoa, Puerto Rico, and includes all assets and facilities, tank farms and other storage facilities, refining and blending operations equipment, truck racks, loading docks and other owned and non-owned assets and equipment.

15. "YOU" or "YOUR" means responding Defendant, and any of its predecessors, agents, or employees.

NOTICE IS FURTHER GIVEN that the deponent(s) and their counsel will be deposed concerning the following issues:

DESIGNATED ISSUES

1. YOUR business relationship, including any ownership and legal interest, RELATED TO any of the TRIAL SITES, including the nature and description of all entities that held an interest in same, and business and/or financial transactions related to same, including acquisition, purchase, sale, lease, sale and disposition of same during the RELEVANT TIME PERIOD.

2. YOUR supply of GASOLINE to the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

- (a) The process by which GASOLINE was acquired, stored and delivered;
- (b) All relevant entities and intermediaries in the supply, storage and delivery of GASOLINE;
- (c) All relevant contracts and agreements, including GASOLINE supply agreements, GASOLINE purchase agreements, dealership agreements, storage agreements, agreements concerning the sale/purchase of branded GASOLINE and franchise agreements;
- (d) Management, ownership, transfer of ownership and oversight of the supply, storage and delivery of GASOLINE;
- (e) All transactions related to the supply of GASOLINE to any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal, marine facility or refinery.

3. YOUR supply of GASOLINE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

- (a) The process by which GASOLINE was acquired, stored and delivered;
- (b) All relevant entities and intermediaries in the supply, storage and delivery of GASOLINE;
- (c) All relevant contracts and agreements, including GASOLINE supply agreements, GASOLINE purchase agreements, dealership agreements, storage

agreements, agreements concerning the sale/purchase of branded GASOLINE and franchise agreements;

(d) Management, ownership, transfer of ownership and oversight of the supply, storage and delivery of GASOLINE;

(e) All transactions related to the supply of GASOLINE at, to or from any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal, marine facility or refinery.

4. YOUR delivery of GASOLINE to the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

(a) The process by which GASOLINE was acquired, stored and delivered;

(b) All relevant entities and intermediaries in the supply, storage and delivery of GASOLINE;

(c) All relevant contracts and agreements, including GASOLINE supply agreements, GASOLINE purchase agreements, dealership agreements, storage agreements, agreements concerning the sale/purchase of branded GASOLINE and franchise agreements;

(d) Management, ownership, transfer of ownership and oversight of the supply, storage and delivery of GASOLINE;

(e) All transactions related to the delivery of GASOLINE to any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal, marine facility or refinery.

5. YOUR delivery of GASOLINE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

- (a) The process by which GASOLINE was acquired, stored and delivered;
- (b) All relevant entities and intermediaries in the supply, storage and delivery of GASOLINE;
- (c) All relevant contracts and agreements, including GASOLINE supply agreements, GASOLINE purchase agreements, dealership agreements, storage agreements, agreements concerning the sale/purchase of branded GASOLINE and franchise agreements;
- (d) Management, ownership, transfer of ownership and oversight of the supply, storage and delivery of GASOLINE;
- (e) All transactions related to the delivery of GASOLINE at, to or from any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal, marine facility or refinery.

6. YOUR delivery of GASOLINE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

- (a) The process by which GASOLINE was acquired, stored and delivered;
- (b) All relevant entities and intermediaries in the supply, storage and delivery of GASOLINE;
- (c) All relevant contracts and agreements, including GASOLINE supply agreements, GASOLINE purchase agreements, dealership agreements, storage

agreements, agreements concerning the sale/purchase of branded GASOLINE and franchise agreements;

(d) Management, ownership, transfer of ownership and oversight of the supply, storage and delivery of GASOLINE;

(e) All transactions related to the delivery of GASOLINE at, to or from any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal, marine facility or refinery.

7. The supply of MTBE to the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

(a) The process by which MTBE was acquired, stored and delivered;

(b) All relevant entities and intermediaries in the supply, storage and delivery of MTBE;

(c) All relevant contracts and agreements, including supply agreements, purchase agreements, dealership agreements, storage agreements, and brand/franchise agreements;

(d) Management, ownership and oversight of the supply, storage and delivery of MTBE;

8. The supply of MTBE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

(a) The process by which MTBE was acquired, stored and delivered;

(b) All relevant entities and intermediaries in the supply, storage and delivery of MTBE;

(c) All relevant contracts and agreements, including supply agreements, purchase agreements, dealership agreements, storage agreements, and brand/franchise agreements;

(d) Management, ownership and oversight of the supply, storage and delivery of MTBE;

9. The delivery of MTBE to the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

(a) The process by which MTBE was acquired, stored and delivered;

(b) All relevant entities and intermediaries in the supply, storage and delivery of MTBE;

(c) All relevant contracts and agreements, including supply agreements, purchase agreements, dealership agreements, storage agreements, and brand/franchise agreements;

(d) Management, ownership and oversight of the supply, storage and delivery of MTBE;

10. The delivery of MTBE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including:

(a) The process by which MTBE was acquired, stored and delivered;

(b) All relevant entities and intermediaries in the supply, storage and delivery of MTBE;

(c) All relevant contracts and agreements, including supply agreements, purchase agreements, dealership agreements, storage agreements, and brand/franchise agreements;

(d) Management, ownership and oversight of the supply, storage and delivery of MTBE;

11. All transactions related to the acquisition of GASOLINE at, to or from any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal or refinery.

12. All transactions related to the acquisition of MTBE at, to or from any facility, including the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL, the CATANO TERMINAL and any other terminal or refinery.

13. All sales of GASOLINE bound for the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including years, volumes and counterparties.

14. All sales of GASOLINE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including years, volumes and counterparties.

15. All sales of MTBE bound for the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including years, volumes and counterparties.

16. All sales of MTBE within the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD, including years, volumes and counterparties.

17. YOUR business relationship and interaction with, and operations at, any facility from which GASOLINE was acquired, stored, blended and/or refined, including each of the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL and the CATANO TERMINAL, including, but not limited to:

(a) The lease and contract history during the RELEVANT TIME PERIOD;

(b) YOUR operations, bulk storage, blending, refining, transportation or otherwise, during the RELEVANT TIME PERIOD;

(c) The process by which GASOLINE was received, stored and distributed.

18. YOUR business relationship and interaction with, and operations at, any facility from which MTBE was acquired, stored, blended and/or refined, including each of the GUAYAMA PETROCHEMICAL PLANT, the YABUCOA FACILITY, the GUAYANILLA TERMINAL and the CATANO TERMINAL, including, but not limited to:

(a) The lease and contract history during the RELEVANT TIME PERIOD;

(b) YOUR operations, bulk storage, blending, refining, transportation or otherwise, during the RELEVANT TIME PERIOD;

(c) The process by which GASOLINE was received, stored and distributed.

19. YOUR knowledge of measureable amounts of MTBE in the GASOLINE supplied to or within the Commonwealth of Puerto Rico, including, but not limited to, YOUR GASOLINE.

20. Any product codes and/or product descriptions which identify gasoline products containing MTBE, TBA, ethanol, and/or any other oxygenates delivered to and/or marketed to or within the Commonwealth of Puerto Rico.

21. YOUR decision to acquire, purchase, supply, sell or otherwise use GASOLINE containing MTBE in the Commonwealth of Puerto Rico during the RELEVANT TIME PERIOD. This topic includes, but is not limited to:

(a) Why, when and how YOU decided to use MTBE in YOUR GASOLINE in Puerto Rico, whether as an oxygenate, octane boost, or for any other reason;

(b) What alternative oxygenates and/or octane boosters were available and/or considered when YOU selected MTBE for YOUR GASOLINE in Puerto Rico; and

(c) What factors were considered in making your decision to use MTBE in YOUR GASOLINE in Puerto Rico, including, but not limited to, consumer acceptance issues, environmental benefits and costs, other costs, logistical concerns, transportation issues, refinery considerations, and alternatives;

(d) Any and all DOCUMENTS provided to the Board of Directors and/or its committees, or assembled, reviewed considered or relied upon in making the decision to use MTBE in YOUR GASOLINE or GASOLINE containing MTBE;

(e) All other aspects of the decision to use MTBE in YOUR GASOLINE or GASOLINE containing MTBE including, but not limited to, the PERSONS involved in such decision-making process, all criteria upon which such decision was based, any and all studies or investigations (internal or otherwise) related to such decision, any and all recommendations related to same and any and all policies and/or procedures by which a product is researched, developed, tested and marketed specifically relating to MTBE or GASOLINE containing MTBE;

(f) Any decision to increase, decrease or otherwise change the amount of MTBE in YOUR GASOLINE;

(g) Any decision or consideration to cease or stop using MTBE in YOUR GASOLINE or GASOLINE containing MTBE; and

(h) Alternative methods of boosting octane in YOUR GASOLINE.

22. YOUR knowledge of MTBE contamination in the soils and/or water of the Commonwealth of Puerto Rico including at or near any of the TRIAL SITES.

23. The sale, supply or delivery of YOUR GASOLINE to any of the other TRIAL SITES and/or GASOLINE stations within one mile of any of the TRIAL SITES at any time during the RELEVANT TIME PERIOD.

24. Any release or discharge of GASOLINE at or from any of the TRIAL SITES during the RELEVANT TIME PERIOD, including when it occurred, the manner of the release or discharge (*e.g.*, leaking underground storage tank, dispenser leaks, piping leak, drive offs, delivery spill, etc.), the nature of the release or discharge (*e.g.*, whether it was commingled with contamination from any other sources), and whether an Initial Notification of a GASOLINE release or discharge was made to any state or local regulator concerning YOUR SITES.

25. YOUR decision and related process concerning the investigation (including testing or not testing for, and reporting or not reporting of, GASOLINE, MTBE and/or TBA contamination) and/or remediation of GASOLINE, MTBE and/or TBA contamination at any site within the Commonwealth of Puerto Rico.

26. Any and all efforts undertaken to respond to Plaintiffs' written discovery requests in this litigation, including actions undertaken to locate and identify or produce potentially-responsive DOCUMENTS including potentially-responsive DOCUMENTS destroyed or discarded, whether done so inadvertently, intentionally or otherwise.

27. Any and all applicable DOCUMENT retention or destruction policies.

28. The business, financial, accounting and corporate relationships between Puerto Rico Sun Oil Company; Sunoco, Inc.; and Sunoco, Inc. (R&M) during THE RELEVANT TIME PERIOD.

29. The corporate officers, directors, board members or other corporate title holders or office holders that simultaneously held a title or office with two or more of the following

corporations during the RELEVANT TIME PERIOD: Puerto Rico Sun Oil Company; Sunoco, Inc.; and Sunoco, Inc. (R&M).

30. Any employees shared by two or more, or seconded to or from any one or more, of the following during the RELEVANT TIME PERIOD: Puerto Rico Sun Oil Company; Sunoco, Inc.; and Sunoco, Inc. (R&M).

31. Any financial, accounting, inventory, ordering or sales systems shared at any time during the RELEVANT TIME PERIOD by any two or more of the following: Puerto Rico Sun Oil Company; Sunoco, Inc.; and Sunoco, Inc. (R&M).

32. Authentication of all DOCUMENTS produced by YOU in this litigation.

REQUEST FOR PRODUCTION OF DOCUMENTS

NOTICE IS FURTHER GIVEN that each Defendant is required by Rule 34 of the Federal Rules of Civil Procedure and the Case Management Order Protocol Governing Rule 30(b)(6) Depositions dated December 6, 2012 to produce at least seven (7) business days prior to the commencement of the deposition documents responsive to the topics listed below. To the extent each Defendant has already produced responsive documents and does not have any additional or supplemental information, it is not necessary to reproduce such documents in conjunction with the deposition.

1. ALL DOCUMENTS, read, reviewed, considered and/or relied upon in preparation for this deposition, and/or to obtain facts relating to the issues set forth in this notice.

2. ALL DOCUMENTS responsive to Area of Inquiry No. 1 which have not yet been produced.

3. ALL DOCUMENTS responsive to Area of Inquiry No. 2 which have not yet been produced.

4. ALL DOCUMENTS responsive to Area of Inquiry No. 3 which have not yet been produced.
5. ALL DOCUMENTS responsive to Area of Inquiry No. 4 which have not yet been produced.
6. ALL DOCUMENTS responsive to Area of Inquiry No. 5 which have not yet been produced.
7. ALL DOCUMENTS responsive to Area of Inquiry No. 6 which have not yet been produced.
8. ALL DOCUMENTS responsive to Area of Inquiry No. 7 which have not yet been produced.
9. ALL DOCUMENTS responsive to Area of Inquiry No. 8 which have not yet been produced.
10. ALL DOCUMENTS responsive to Area of Inquiry No. 9 which have not yet been produced.
11. ALL DOCUMENTS responsive to Area of Inquiry No. 10 which have not yet been produced.
12. ALL DOCUMENTS responsive to Area of Inquiry No. 11 which have not yet been produced.
13. ALL DOCUMENTS responsive to Area of Inquiry No. 12 which have not yet been produced.
14. ALL DOCUMENTS responsive to Area of Inquiry No. 13 which have not yet been produced.

15. ALL DOCUMENTS responsive to Area of Inquiry No. 14 which have not yet been produced.

16. ALL DOCUMENTS responsive to Area of Inquiry No. 15 which have not yet been produced.

17. ALL DOCUMENTS responsive to Area of Inquiry No. 16 which have not yet been produced.

18. ALL DOCUMENTS responsive to Area of Inquiry No. 17 which have not yet been produced.

19. ALL DOCUMENTS responsive to Area of Inquiry No. 18 which have not yet been produced.

20. ALL DOCUMENTS responsive to Area of Inquiry No. 19 which have not yet been produced.

21. ALL DOCUMENTS responsive to Area of Inquiry No. 20 which have not yet been produced.

22. ALL DOCUMENTS responsive to Area of Inquiry No. 21 which have not yet been produced.

23. ALL DOCUMENTS responsive to Area of Inquiry No. 22 which have not yet been produced.

24. ALL DOCUMENTS responsive to Area of Inquiry No. 23 which have not yet been produced.

25. ALL DOCUMENTS responsive to Area of Inquiry No. 24 which have not yet been produced.

26. ALL DOCUMENTS responsive to Area of Inquiry No. 25 which have not yet been produced.

27. ALL DOCUMENTS responsive to Area of Inquiry No. 26 which have not yet been produced.

28. ALL DOCUMENTS responsive to Area of Inquiry No. 27 which have not yet been produced.

29. ALL DOCUMENTS responsive to Area of Inquiry No. 28 which have not yet been produced.

30. ALL DOCUMENTS responsive to Area of Inquiry No. 29 which have not yet been produced.

31. ALL DOCUMENTS responsive to Area of Inquiry No. 30 which have not yet been produced.

32. ALL DOCUMENTS responsive to Area of Inquiry No. 31 which have not yet been produced.

33. An updated index identifying the interrogatories and/or document request to which the produced DOCUMENTS are responsive.

34. A business records affidavit, declaration, or certificate of authenticity for all documents produced by YOU in this litigation.